

STATE OF MISSISSIPPI

COUNTY OF Desoto

Indexing Instructions: \_\_\_\_\_  
Line/Project Identification: \_\_\_\_\_

2096-1301.00005.01

4/29/08 2:08:48  
BK 583 PG 398  
DESOTO COUNTY, MS  
JAMES DAVIS, CH CLERK

**RIGHT-OF-WAY INSTRUMENT**  
**ENTERGY MISSISSIPPI, INC.**

KNOW ALL MEN BY THESE PRESENTS THAT: Bettye V. Anthony

(referred to collectively, whether one or more, as "Grantor") for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign, convey and warrant unto, and defend Entergy Mississippi, Inc., and its successors and assigns (collectively "Grantee"), a right-of-way, servitude and easement 100 feet in width (see attached exhibit "B") for the location, relocation, improvements, repair, construction, reconstruction, operation, inspection, patrol, replacement, removal and maintenance of one or more electric power lines, circuit or circuits and/or communication facilities, now or in the future, including, but not necessarily limited to, poles, towers, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee (hereinafter "Grantee's facilities") over, across, under or on that land of Grantor in the County of Desoto, State of Mississippi described as follows, to-wit:

*Situated in the Northwest ¼ of Section 13, Township 2 South, Range 9 West, Desoto County, Mississippi and recorded in Book 287-page 453, Parcel "E" at the Register's Office of Desoto County, Mississippi*

Grantor hereby grants to Grantee the rights of ingress and egress at any time, without notice, to, from, or along said right-of-way across the adjoining land of the Grantor, including, but not limited to, the passage of vehicles and equipment upon said right-of-way; the right to install, extend and maintain guy wires and anchors beyond the limits of said right-of-way; and the right of Grantee to assign, license, and otherwise permit others to use in whole or part any or all of the rights, easements, servitudes, privileges or appurtenances granted herein.

Grantee shall have the full and continuing right, without further compensation, to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a hazard to any of Grantee's facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry. As used in this paragraph, "hazard" includes any trees, limbs, and/or vegetation that Grantee determines are tall enough that if they fell may strike, hit, or come in contact with any of Grantee's facilities. Payment for the first cutting of trees, limbs, and other vegetation outside of the right-of-way is included in the initial consideration paid to Grantor. Grantee shall pay to Grantor, or Grantor's successor in title, the reasonable market value, as timber, of such trees when removed in the future outside of the said right-of-way.

Grantee shall pay Grantor for physical damages to Grantor's buildings or other structures located outside said right-of-way and to Grantor's growing annual crops, road, bridges and fences caused by the construction and maintenance of Grantee's facilities.

Grantor retains the right to use for Grantor's own purposes the land covered by the said right-of-way so long as such use does not interfere with Grantee's use of said right-of-way and other rights herein granted.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool, water impoundment, excavation or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

Steve Tacker  
6200 Greenlee St Ste 1  
Arlington, TN 38002

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 18 day of April, 2008.

Sign  
Here

WITNESSES:

GRANTOR:

[Signature]

Bernard V. Conley

### ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF: Montgomery

Personally appeared before me, the undersigned authority in and for the said county and state, on this day 18 of April, 2008 within my jurisdiction, Maryland, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that (he)(she) saw the within (or above) named Bernard Conley SR. ("Grantor"), whose name is subscribed thereto, sign and deliver the same to Entergy Mississippi, Inc., (or that he/she heard Doug Strejek acknowledge that he/she signed and delivered the same to Entergy Mississippi, Inc.; and that the affiant subscribed (his) (her) name as witness thereto in the presence of Grantor.

Signed:

[Signature]

Jenifer Perez  
NOTARY PUBLIC

Commission expires: 11/21/

Comm. Exps. 11/21, 2011

Prepared By: Entergy Mississippi, Inc., P.O. Box 1640, Jackson, MS 39215

Telephone: 901-378-0923

(Rev. 1/24/97 EMI)

GRANTOR: Bernard V. Conley  
c/o Bettye V. Anthony  
2821 North 6th Street  
Milwaukee, Wis. 53212

Phone # - 414-265-5267

Grantee:

Entergy Mississippi  
P.O. Box 1640  
Jackson, Ms. 39215

Phone # 601-924-4835

## LIMITED POWER OF ATTORNEY

I, **BETTYE V. ANTHONY**, OF 2821 North 6<sup>th</sup> Street, Milwaukee, Wisconsin 53212, hereby appoint **BERNARD V. CONLEY**, of 104 Middlesex Court, LaPlata, Maryland 20646, as my **ATTORNEY-IN-FACT**, for the limited purpose of acting on my behalf with respect to the following described real estate:

### *LEGAL DESCRIPTION:*

Parcel E of the Anthony Subdivision, as shown by plat recorded in Plat Book 14, at page 21 in the Deed Record of the Chancery Clerk of Desoto County, Mississippi, and being located in the North West Quarter of Section 13, Township 2, Range 9, containing 11.93 acres more or less and except land on the north used for road purposes, aforesaid property located in Desoto County, State of Mississippi.

My agent may sell, exchange, option and convey the aforementioned real estate, execute and deliver a deed of general warranty with the customary covenants for such real estate, maintain and control said real estate, negotiate, execute and deliver any leases of said property, demand and collect rents, and arrange and appropriate disposition, use, insurance, and safekeeping of the aforesaid real estate, and adjust, settle, and compromise insurance claims with respect to the aforementioned real estate.

This will certify that true and correct signatures of my **ATTORNEY-IN-FACT** hereinabove appointed is as follows, to-wit:

  
 \_\_\_\_\_  
**BERNARD V. CONLEY**

WITNESS my hand and seal this 20<sup>th</sup> day of May, 2005.

  
 \_\_\_\_\_  
**BETTYE V. ANTHONY**

Subscribed and sworn to before me  
 this 2<sup>nd</sup> day of Jan, 2005

(Seal)

Notary Public, State of Wisconsin

My Commission: [Signature]

*This document drafted by:*

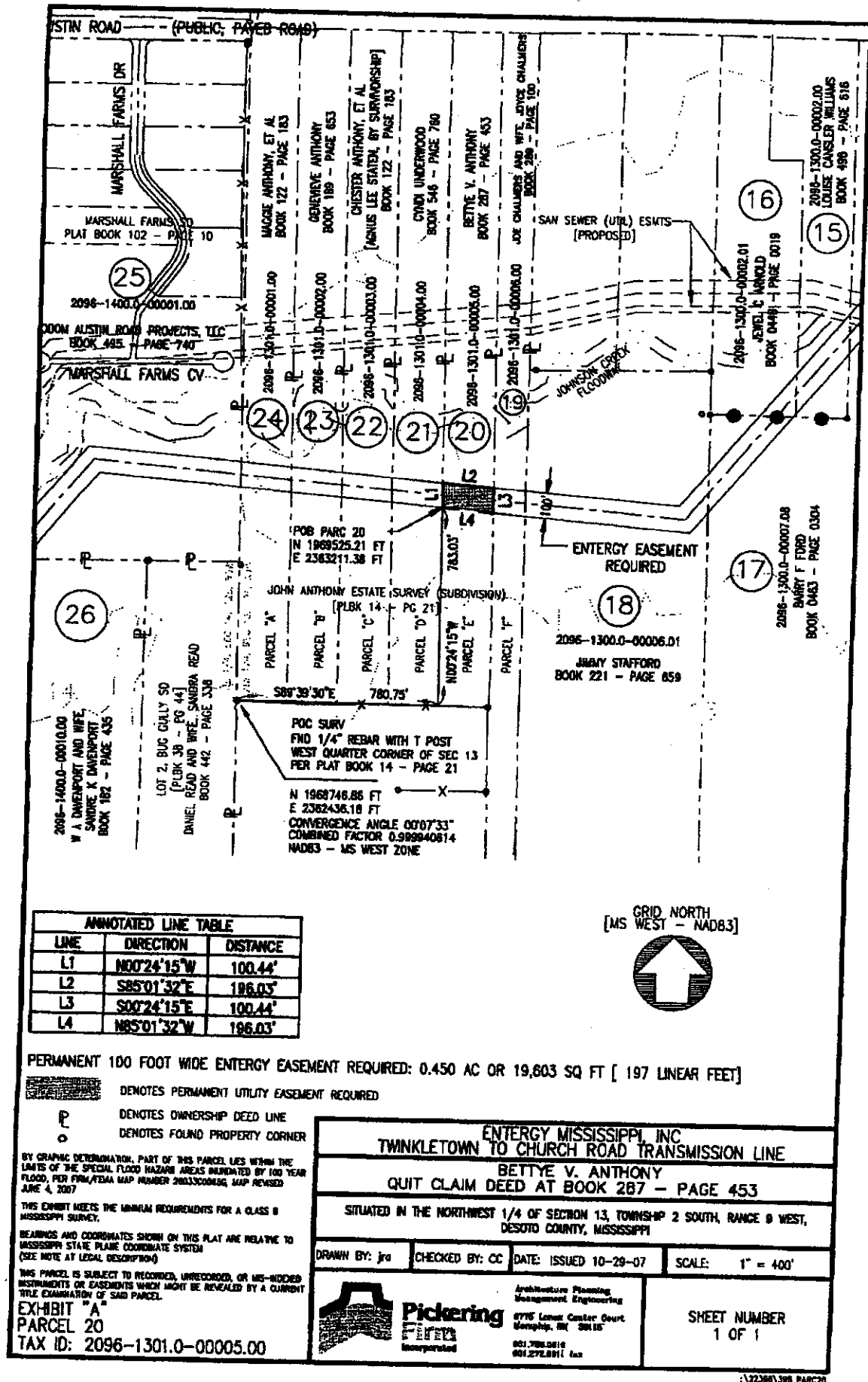
**SHIKORA & KAISER LLP**

ATTORNEY RONALD C. SHIKORA

161 West Wisconsin Avenue, Suite 3032

Milwaukee, WI 53203-2602

(414)271-0756 (414)276-1661 (414)271-4393 (Facsimile)



## EXHIBIT "B"

## LEGAL DESCRIPTION

ENTERGY PARCEL NUMBER 20

TAX PARCEL NUMBER: 2096-1301.0-00005.00

PERMANENT ONE HUNDRED FOOT WIDE ENTERGY EASEMENT

BEING A PERIMETER DESCRIPTION OF A PROPOSED ONE HUNDRED (100) FOOT WIDE ELECTRIC TRANSMISSION LINE EASEMENT ACROSS PART OF THE BETTYE V. ANTHONY PROPERTY OF RECORD IN QUIT CLAIM DEED AT BOOK 287 – PAGE 453, SAID BETTYE V. ANTHONY PROPERTY BEING PARCEL "E" ON THE JOHN ANTHONY ESTATE SURVEY (SUBDIVISION) OF RECORD IN PLAT BOOK 14 – PAGE 21 AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID PROPOSED EASEMENT TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS "PERMANENT ONE HUNDRED FOOT WIDE ENTERGY EASEMENT", SAID PERMANENT ONE HUNDRED FOOT WIDE ENTERGY EASEMENT BEING DESCRIBED AS:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, ALL IN TOWNSHIP 2 SOUTH, RANGE 9 WEST, ALL IN DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 13, SAID WEST QUARTER CORNER AS SHOWN ON THE JOHN ANTHONY ESTATE SUBDIVISION PLAT OF RECORD AT PLAT BOOK 14 – PAGE 21, SAID WEST QUARTER CORNER AS EVIDENCED BY A FOUND 1/4 INCH REBAR AND T POST, SAID WEST QUARTER CORNER HAVING MISSISSIPPI STATE PLANE COORDINATES OF NORTHING 1,968,746.86 FEET AND EASTING 2,362,436.18 FEET (SEE COORDINATE NOTE BELOW), SAID POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF THE MAGGIE ANTHONY, ET AL PROPERTY OF RECORD IN WARRANTY DEED AT BOOK 122 – PAGE 183, SAID MAGGIE ANTHONY, ET AL PROPERTY BEING PARCEL "A" ON THE JOHN ANTHONY ESTATE SURVEY (SUBDIVISION) OF RECORD IN PLAT BOOK 14 – PAGE 21; THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID JOHN ANTHONY ESTATE SURVEY (SUBDIVISION) – 780.75 FEET TO THE SOUTHEAST CORNER OF THE CYNDI UNDERWOOD PROPERTY OF RECORD IN CHANCERY CLERK OF DESOTO COUNTY CONVEYANCE AT BOOK 546 – PAGE 760, SAID CYNDI UNDERWOOD PROPERTY BEING PARCEL "D" ON THE JOHN ANTHONY ESTATE SURVEY (SUBDIVISION) OF RECORD IN PLAT BOOK 14 – PAGE 21; THENCE NORTH 00 DEGREES 24 MINUTES 15 SECONDS WEST ALONG THE EASTERLY DEED LINE OF SAID CYNDI UNDERWOOD PROPERTY AND ALONG THE EASTERLY LINE OF SAID PARCEL "D" – 783.03 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING HAVING MISSISSIPPI STATE PLANE COORDINATES OF NORTHING 1,969,525.21 FEET AND EASTING 2,363,211.08 FEET (SEE COORDINATE NOTE BELOW); THENCE ALONG THE PERIMETER OF SAID PERMANENT ONE HUNDRED FOOT WIDE ENTERGY EASEMENT THE FOLLOWING BEARINGS AND DISTANCES: NORTH 00 DEGREES 24 MINUTES 15 SECONDS WEST (CONTINUING ALONG SAID EASTERLY DEED LINE OF SAID CYNDI UNDERWOOD PROPERTY AND ALONG THE EASTERLY LINE OF SAID PARCEL "D") - 100.44 FEET; THENCE SOUTH 85 DEGREES 01 MINUTES 32 SECONDS EAST (LEAVING SAID EASTERLY DEED LINE OF SAID CYNDI UNDERWOOD PROPERTY AND SAID EASTERLY LINE OF PARCEL "D") - 196.03 FEET TO THE WESTERLY DEED LINE OF THE JOE CHALMERS AND WIFE, JOYCE CHALMERS PROPERTY OF RECORD IN WARRANTY DEED AT BOOK 289 – PAGE 100, SAID JOE CHALMERS AND WIFE, JOYCE CHALMERS PROPERTY BEING PARCEL "F" ON THE JOHN ANTHONY ESTATE SURVEY (SUBDIVISION) OF RECORD IN PLAT BOOK 14 – PAGE 21; THENCE SOUTH 00 DEGREES 24 MINUTES 15 SECONDS EAST ALONG SAID WESTERLY DEED LINE OF THE JOE CHALMERS AND WIFE, JOYCE CHALMERS PROPERTY AND ALONG THE WESTERLY LINE OF SAID PARCEL "F" - 100.44 FEET; THENCE NORTH 85 DEGREES 01 MINUTES 32 SECONDS WEST (LEAVING SAID WESTERLY DEED LINE OF THE JOE CHALMERS AND WIFE, JOYCE CHALMERS PROPERTY AND SAID WESTERLY LINE OF SAID PARCEL "F") - 196.03 FEET TO THE POINT OF BEGINNING.

PERMANENT ONE HUNDRED FOOT WIDE ENTERGY EASEMENT CONTAINING 19,603 SQUARE FEET OR 0.450 ACRES, MORE OR LESS.

ABOVE DESCRIBED PERMANENT ONE HUNDRED FOOT WIDE ENTERGY EASEMENT IS VACANT LAND.

BY GRAPHIC DETERMINATION, THE ABOVE DESCRIBED PERMANENT ONE HUNDRED FOOT WIDE ENTERGY EASEMENT LIES WITHIN THE LIMITS OF THE SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD, PER FIRM/FEMA MAP NUMBER 28033C0065G, MAP REVISED JUNE 4, 2007.

ALL MATTERS OF PUBLIC RECORD ARE RECORDED AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI. ONLY THOSE MATTERS OF PUBLIC RECORD FURNISHED TO THE SURVEYOR BY ENTERGY MISSISSIPPI, INC. ARE SHOWN ON THIS SURVEY.

ALL REFERENCES TO GRID BEARINGS AND MISSISSIPPI STATE PLANE GRID COORDINATES AS INDICATED IN THIS LEGAL DESCRIPTION AND ON THE ACCOMPANYING SURVEY EXHIBIT ARE UNADJUSTED, NAD 83 - WEST ZONE, SURVEY FEET, WITH A CONVERGENCE ANGLE OF 00 DEGREES 07 MINUTES 33 SECONDS AND A COMBINED FACTOR OF 0.999940614 AT THE POINT OF COMMENCEMENT OF LEGAL DESCRIPTION. GRID COORDINATE VALUES WERE DETERMINED BY GLOBAL POSITIONING SURVEY (GPS) OBSERVATION AND OPUS SOLUTION.

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